SECTION – II
(Volume –I)

INSTRUCTIONS TO BIDDERS
(ITB)

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A. INTRODUCTION

1.0 General Instructions:

Bangalore Water Supply and Sewerage Board is responsible for supplying drinking water to Bangalore city. Since its inception in the year, the Board has executed many water and sewerage schemes for the city including Cauvery Water Supply Scheme (CWSS) raw water is abstracted from Cauvery River, treated at Thorekadanahalli, and is pumped to Bangalore city.

Under Yattinahole water supply scheme BWSSB will be receiving 0.8 TMC of water to Hesarghatta and 1.7 TMC of water to Tippagondanahalli (TG Halli) reservoir and total 2.5 TMC of water will be available for Bangalore city for drinking purpose.

T G Halli is situated at West of Banglore. Magadi road provides access upto T G Halli. The existing water supply scheme at T G Halli is under refurbishment under “Revival/Refurbishment of TG Halli Water Supply Scheme Phase I” project. Under this project water is treated and pumped under Stage I pumping at TG Halli to Stage II pumping at Tavarakere and then to Bangalore city.

At T.G.Halli, there was an existing 66kV switchyard with 1 incoming 66kV Bay, 2 outgoing transformer bays and 1 Voltage Transformer Bay. There were 2 nos. of 66/6.6kV, 5 MVA power transformers catering power to the Pump house and other in campus loads. The Power Transformers were installed in 1995 and serviced more than 25 Years. Under Revival/Refurbishment of TG Halli Water Supply Scheme Phase I, BWSSB proposes to upgrade existing 66kV switchyard. The work involves supply, erection, testing and commissioning of electrical equipment with associated civil works at existing 66kV switchyard.

2.0 Qualifying Requirements of Bidders:

2.1 To be qualified for award, Bidders shall provide satisfactory evidence to the Employer of their capability and adequacy of resources to carry out the contract effectively. Bids shall include the following information:

a) Copies of original documents defining the Constitution or legal status, place of registration and principal place of business of the Bidder, written power of attorney to the signatory of the bid to commit the Bidder to the contract along with the resolution passed in this regard by the Board of Directors / all the partners of the Firm.
b) Total annual turnover over the last five years of the business of similar nature as specified under the scope of this tender.
c) Performance as Contractor for execution of similar nature of work over the last five years and details of other works on hand and ongoing contractual commitments;
d) Description of the tools & plant available with them for execution of the work;
e) The qualification and experience of key personnel proposed for carrying out the work;
f) The source of supply of equipment/ materials for bought out goods, covered under the scope of the Contractor, shall be only from approved Vendor of KPTCL. Technical parameters of the bought out materials/ equipments shall be clearly furnished.

   If no KPTCL approved vendor for a particular material/ equipment is available but otherwise meeting the other Technical Requirements of Vendor Approval, then project specific approval shall be obtained by furnishing all the required credentials as per the vendor approval conditions. This will be for exceptional cases only. The Employer reserves the right to accept or reject the same. However, all Type Tests/ Special Tests as per IS will be subjected on this material/equipment at the cost of Successful Bidder without affecting the Completion Schedule. In such cases, the Bidder has to furnish total **TWO (2) years Bank Guarantee for Circuit Breakers, Isolators, Control & Relay Panels** at the time of entering into Contract Agreement) for 10% of the value of the material/equipment in accordance with Clause 39.0 of ITB.

   Note:
   Though the materials are sourced from approved Vendors of KPTCL, the approved vendors shall also meet the Qualifying Requirements, if any stipulated in the prevailing Tender Specifications.

g) Reports on the financial standing of the Bidder including profit and loss statements, balance sheets and auditor's reports, for the preceding five financial years from the date of submission. ;

h) Evidence of access to lines of credit and availability of other financial resources.

3.0 **Cost of Bidding:**

3.1 The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including pre/post bid discussions, technical and other presentations etc., and the Employer will, under no circumstances, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

4.0 **Contents of bidding document:**

4.1 The goods and service required, bidding procedures and contract terms are prescribed in the bidding document. The bidding document is a compilation of the following sections:

VOLUME- I: COMMERCIAL REQUIREMENTS

1.	Section – I	Invitation For Bids -	IFB
2.	Section – II	Instruction to Bidders -	ITB
3.	Section – III	General terms and Conditions of the contract - GCC	
4.	Section – IV	Erection Conditions of Contract - ECC	
5.	Section – V	Special Conditions of Contract -	SCC
6.	Section – VI ANNEX	ANNEXURE -	

VOLUME-II TECHNICAL REQUIREMENTS

VOLUME – II: TECHNICAL SPECIFICATIONS FOR SUB-STATIONS

VOLUME- III: BID PROPOSAL SHEETS

1. PRICE SCHEDULE

NOTE: Volume – III is to be duly filled and uploaded on to Karnataka public procurement portal website by the Bidder.

5.0 **Understanding of Bid Documents:**

5.1 A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the bid documents and fully inform himself as to all the conditions and matters, which may in any way, affect the scope of work or the cost there of failure to furnish all information required by the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6.0 **Clarifications on bid documents:**

6.1 If the prospective Bidder finds discrepancies or omissions in the specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing for an interpretation/ clarification, to the Employer in triplicate. The Employer, then, will issue interpretations and clarifications as he may think fit in writing. After receipt of such interpretations and clarifications the Bidder may submit his bid but within the time and date as specified in the Invitation for Bid. All such interpretations and clarifications shall form a part of the bidding document and shall accompany the Bidder's proposal. A prospective bidder requiring any clarification on bid document may notify the Employer in writing. The Employer will respond in writing to any request for such clarifications on the bidding document, which, it receives not later than the date indicated in Section-IFB and the **Karnataka public Procurement portal (https://kppp.karnataka.gov.in).**Clarifications/Amendments/ Corrigendum will be issued through the karnataka public procurement portal, if found necessary.

6.2 Verbal clarifications and information given by the Employer or his employee(s) or his representative(s) shall not in any way be binding on the Employer.

7.0 **Amendment of bidding document:**

7.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document / conditions by amendment(s).

7.2 The amendment will be notified in the **karnataka public procurement portal** and the same shall be made available against the published tender in the **karnataka public procurement portal**. Employer will bear no responsibility or

liability arising out of non-receipt of the same in time or otherwise.

7.3 In order to provide prospective Bidders reasonable time to take the amendment into account in preparing their bids, the Employer may, at its discretion, extend the due date for the submission of bids.

7.4 Such amendments, clarifications etc. shall be binding on Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

7.4 Such amendments, clarifications etc. shall be binding on Bidders and will be given due consideration by the Bidders while they submit their bids and invariably upload such documents as a part of the bid.

C. PREPARATION OF BIDS

8.0 **Language of bid:**

8.1 The bid prepared by the Bidder and all correspondence and documents relating to the bid, exchanged by the Bidder and the Employer, shall be written in the English language only, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an authenticated English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern

9.0 **Local conditions:**

9.1 It will be imperative on each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the contract covered under these documents and specifications. The Employer shall not entertain any request for clarifications from the Bidders, regarding such local conditions.

9.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the contract awarded under these specifications and documents on account of local conditions will be entertained by the Employer. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the

Employer, which are based on the lack of such clear information or its effect on the cost of the works to the Bidder.

10.0 **Documents comprising the bid:**

10.1 The Bidder shall complete the bid form inclusive of price schedule, technical data requirements etc. provided in the bidding documents, indicating a brief description of goods to be supplied and services to be rendered, quantity and prices.

10.2 The Bidder shall also submit documentary evidence to establish that the Bidder meets the qualification requirements as detailed in clause 2.0 above and clause 11.0 of IFB.

10.3 The tender processing fee and bid security shall be in accordance with clause 4.0 of section IFB.

11.0 **Scope of the proposal:**

11.1 The scope of the proposal shall be on the basis of a single Bidder's responsibility, completely covering all aspects of the contract specified under the accompanying technical specifications. It will include the following:

a) Detailed engineering.

b) Complete manufacture including shop testing of equipments/materials in the scope of the contractor.

c) Providing engineering drawings, data, operation manual, etc for the Employer's approval for the equipments/materials in the scope of the contractor.

d) Packing and transportation from the manufacturer's works to the site of equipments/materials in the scope of the contractor..

e) Receipt, storage, preservation and safe keeping of equipment at the site. (Both Employer supplied and equipments/materials in the scope of the contractor.)

f) Pre-assembly, if any, erection, testing and commissioning of all the equipment. (Both Employer supplied and equipments/materials in the scope of the contractor.)

g) Reliability tests and performance and guarantee tests on completion of commissioning.

11.2 No deviation whatsoever, either in full or in part, the conditions of the bidding documents as specified in the special conditions of contract are permitted by the Employer. Therefore, the Bidders are advised that while making bid proposals and quoting prices, these conditions may appropriately be taken into consideration. Bidders are required to furnish a certificate to Chief Engineer (Kaveri) BWSSB in this regard as per the format provided in special conditions of contract in sealed envelope along with other documents, as indicated in clause 4.2 of section IFB. In the event of non-receipt of the above mentioned "No Deviation Certificate" ***after last submission date & on or*** before the date and time of opening of Techno-commercial bid **as indicated in the karnataka public procurement platform,** the bids of such Bidders will not be opened and will be treated as non-responsive. .

11.3 Bids not covering the total scope of works may be treated as incomplete and hence rejected summarily.

11.4 The Bidder shall complete all the schedules & annexure in the bid proposal sheets, technical data sheets, Price Schedule and specified elsewhere. The qualifying data shall be filled in the required schedule of techno-commercial sheets. While furnishing qualifying data, only the list of executed works, similar in nature to the tendered scope of work, shall be furnished.

12.0 **Bid price:**

12.1 The contract shall be for the whole works as described in the requirements, based on the Price Schedule submitted by the Tenderer.

12.2 The Tenderer shall fill in the unit rates in figures for all items of the Works described in the Price Schedule. The system will automatically convert the unit rates mentioned in figures to words and also calculate the total amount of that item as well as the total Bid value. Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Price Schedule.

12.3 All duties, taxes, and other levies payable by the contractor

under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

12.4 The rates and prices quoted by the Tenderer shall not be subject to price adjustment during the performance of the Contract. (NO PRICE ADJUSTMENT)

13.0 **Price basis:**

13.1 The price shall be quoted on **FIXED RATE** basis, PRICE ADJUSTMENT IS NOT APPLICABLE.

14.0 **Taxes and duties:**

14.1 As indicated in clause 35.2 of section ITB of the bid document entire scope of the work will be entered into with the successful Bidder as Single Contract, there shall be three separate schedules as under.

i) For Supply of goods

ii) For Erection, Testing & Commissioning works

14.2(i) ***Bought out items from vendors, sub-suppliers etc.,;***

All levies, duties, Central Sales Tax, Karnataka VAT etc payable on material/equipment, component sub-assemblies, raw materials and any other items used for the contractor's consumption or dispatched directly to the site stores of the contractors from his sub-suppliers, associated civil works and erection works shall be included in the bid price and any such taxes duties levies etc, ***additionally payable due to statutory variation or due to introduction of new tax or taxes, duties and levies not considered by the Bidder but payable as applicable on the date of bidding etc., shall be to the Bidder's account and no separate claim on this behalf shall be entertained by the Employers either during the contractual period or during the extended period if any.***

14.2(ii) Materials supplied by the Bidder from his own manufacturing unit to the Employer;

All levies, duties, CGST/SGST Tax including Excise Duty, Custom and any other levies etc., solely in respect of the 'Direct Transaction' between Employer and the Bidder under the contract if any shall be included in the Price Bid.

Any such taxes, duties, levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the Employer.

14.2(iii) Erection and civil works;
The applicable taxes shall be included in the price bid.

Any such taxes, duties, levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the Employer.

14.2(iv) In case of any statutory variation in taxes/duties/levies or if any tax/ duty/levy is newly introduced by the government applicable for this contract with effect from the next day of the date of submission of the bid these variations /additional taxes/ duties/levies will be to the account of the Employer. In case the Bidders indicate lesser rates of taxes & duties with reference to the prevailing rates of taxes & duties at the time of bidding, any variations in the taxes and duties would be paid/recovered keeping the rates of taxes & duties applicable as on last date of Techno-Commercial Bid Submission as notified (either original or extended) as the base and not the quoted rates of taxes & duties for payment/recovery of difference in the taxes and duties. If the contractor is required to pay additional tax or duty, then the Employer shall reimburse the contractor the additional tax or duty so paid by the contractor against submission of documentary evidence to the satisfaction of the Employer by the contractor. This provision will not be applicable to transaction between the contractor and his sub-suppliers, sub-contractors for raw materials, for 'bought out' items etc., and will be applicable only for the 'own/direct transactions' between the contractor and the Employer for the materials supplied from his own manufacturing units and erection and civil works..

The claims against statutory variation, in principle, would be settled as reimbursement provided the contractor furnishes documentary evidence to establish that the extra amount claimed due to statutory variation was in fact paid by him solely on account of such statutory variation. This may vary from case to case depending upon the nature of statutory variation.

14.3 The Employer will deduct GST out of the contractor's bills and remit the same to the concerned authorities as per statutory stipulations. Necessary TDS certificates will be issued to the Contractor.

14.4 The Employer will deduct tax at source as per applicable law from the proceeds payable to the contractor.

14.5 As regards the Income Tax, Surcharge on Income Tax and any other corporate tax, the Employer shall not bear any tax liability whatsoever. The Bidder shall be liable and responsible for payment of such taxes as mandated under the provisions of the law.

14.6 Notwithstanding anything stated in the sub-clause 14.1 to 14.5 above, the Employer shall have the right to make deduction at source from the amounts payable to the contractor against this contract in respect of any tax liability as may be mandatory in terms of the law. The Employer shall not bear any liability in this regard but shall issue necessary TDS certificate in respect of such deductions made.

14.7 Whenever concessional rate of GST/Service Tax is indicated by the Bidder, it shall be confirmed whether, any increase in the rates that becomes applicable during the performance of the contract would be absorbed by the Bidder. Bidder shall note that in the absence of such confirmation, the bids will be evaluated taking into account the maximum rate of GST/ Service Tax applicable.

14.8 The Employer's liability for all taxes and duties under the contract shall be limited to only those indicated by the Bidder in the bid proposal sheets.

14.9 No claim for any increase towards the statutory variation regarding enhancement of existing tax or duty or introduction of a new tax or duty applicable shall be entertained by the Employer during the extended period of contract, if any, if the extension of the contract is required due to the causes attributable to the contractor.

14.10 Before quoting, the Bidder shall ascertain from the concerned tax authorities of Government of Karnataka, the applicability of GST, Service tax etc. in respect of this package and include the same in the quoted price. No separate claim in this regard will be entertained by the Employer, as it is the responsibility of the Bidder to pay all these taxes.

Note: The successful bidder shall be entirely responsible for payment of all taxes, levies, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. In respect of supply portion, the successful bidder shall pay all types of fees, levies, taxes, duties etc. required to be paid by any National or State statute,

ordinance or other law or any regulation or bye-law of any local or other duly constituted authority in relation to the execution of works and by the Rules and Regulations of all Public bodies and companies whose property or rights are affected or may be affected in any way of the works. The successful bidder shall in compliance with the above keep the Purchaser indemnified against all such penalties and liability of every kind for breach of any statute, ordinance or law, Regulation or bye-law. Nothing in the contract shall relieve the successful bidder from his responsibility to pay any tax that may be levied by the Government on the turnover / profits etc., made by him in respect of the contract.

14.11 **Building and other construction workers welfare Cess:**

The Building and other construction workers welfare Cess act 1996, came into operation with effect from 3rd day of November 1995, the government has decided to collect Cess now with immediate effect. Accordingly the government has issued order no.LD/300 LET/2006 dated 18.01.2007.
As per the order, Cess at the rate of 1% of the cost of construction (in respect of building or other construction works) incurred by the employer (contractor) shall be collected which shall exclude the cost of land and any compensation paid or payable to a worker or his kin under Workman Compensation Act 1923. Therefore building & other construction workers welfare Cess at the rate of 1% of the amount of the Erection and Civil portion of the contract as per the clarification issued by Labour department, G.O.K, vide their letter no. LD338LET/2011 dt: 27.04.2012 will be deducted from the bill at the time of making payment and such amount so deducted from the bill will be remitted to Karnataka State Building and other Construction Workers Welfare Board.

It is mandatory to furnish a return in form-i to the concerned assessing officer in terms of section -4 of the building & other construction workers welfare Cess act, 1996 and its rules under 1998. The concerned employer (contractor) shall furnish the aforesaid return to the concerned assessing officer

15.0 **Price adjustment: Not Applicable**

16.0 **Time schedule:**

16.1 The basic consideration and the essence of the contract is strict adherence to the time schedule in performing the specified works.

16.2 The Employer's requirements of completion schedule for the works are mentioned in the accompanying Special Conditions of Contract. (Section SCC of the bid document)

16.3 The completion schedule as stated in the Special Conditions of Contract shall be one of the major factors in consideration of the bids.

16.4 The Employer reserves the right to request for a change in the work schedule during pre-award discussions with successful Bidder.

16.5 The successful Bidder will be required to prepare detailed **Activity Chart** and finalize the same with the Employer as per the requirement of clause 12.0 section GCC.

17.0 **SPARE PARTS: Not Applicable**

18.0 **Contract Quality Assurance:**

18.1 The Bidder shall include in his proposal the quality assurance programme containing the overall quality management and procedures which he proposes to follow in the performance of the works during various phases as detailed in relevant clause of the general technical conditions.

18.2 At the time of award of contract, the detailed quality assurance program to be followed for the execution of the contract will be mutually discussed and agreed to and such agreed program shall form a part of the contract.

18.3 The Bidder shall clearly specify the list of sub vendors, not exceeding four (4) for each item, from whom bought out items are being supplied. List of Sub-Vendors shall be furnished in Schedule-15 of Techno-Commercial Sheets. The successful Bidder shall furnish the qualifying data of the sub-vendor and obtain the approval of BWSSB for specific vendor.

The word “Equivalent” shall not be used in the choice of Vendors.

The BWSSB reserves the right to choose one or more of the Vendors out of the Vendors indicated by the Successful Bidder or indicate any other vendor at its discretion if the vendors indicated by the contractor are not acceptable to it for the reasons to be recorded in writing and informed.

19.0 Insurance:

The Bidder's insurance liabilities pertaining to the scope of work are detailed out in clauses titled "Insurance" in General Terms and Conditions of Contract(Section – GCC of the Bid Document) and in Erection Conditions of Contract (Section – ECC of Bid Document) Bidder's attention is specifically invited to these Clauses. Bid Price shall include all the Cost in pursuance of fulfilling all the insurance liabilities under the contract and no separate amount is payable in this regard.

20.0 Erection Tools and Tackles:

The Bidder, under a separate schedule in his proposal, shall include a list of all special equipment, tools & tackles etc. which he proposes to bring to site for the purpose of erection, handling, testing and commissioning including performance and guarantee tests of the equipment. If any such equipment is listed anywhere else in the proposal and not specially mentioned in the above schedule, it shall be deemed to have been included in the bidder's proposed scope of supply.

21.0 Brand Names:

21.1 The specific reference in these specifications and documents to any material / equipment by brand name, make or catalogue number shall be construed as establishing standards of quality and performance but not as limiting competition. However, Bidders may offer other similar material/ equipment provided they meet the specified standard, design and performance requirements. The Bidder shall furnish adequate technical information about such alternative material/equipment to enable the Employer to determine its acceptability. The Employer shall be the sole judge on the acceptability or otherwise of such alternative material / equipment.

21.2 The Bidder shall note that standards for workmanship, material and equipment and reference to brand name, catalogue numbers designated by the Employer in its technical

specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand name and/or catalogue numbers in its bid, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to those designed in the technical specification.

22.0 **Bid Security (EMD)**

22.1 The Bidder shall furnish, as a part of its Bid, Bid Security for an amount of **Rs.1,84,000/-**through any of the four modes of e-Payment as mentioned in Section 4.1 of IFB.

22.2 The bid security is required to protect the Owner against the risk of Bidder's conduct including withdrawing the bid after acceptance for any reason whatsoever, which would warrant the guarantee forfeiture, pursuant to Para 22.6. The bid security shall be made payable to the Owner without any condition whatsoever.

22.3 Any Bid not secured in accordance with Para 22.1 above will be rejected summarily by the Owner as Non-Responsive.

22.4 Unsuccessful Bidder's Bid Security / EMD will be returned / refunded **within a period of one month from the date of execution of Contract agreement with the successful Bidder or earlier. EMD of unsuccessful bidders will be refunded online by the karnataka public procurement system. Hence, bidders are advised to enter correct bank account information (complete bank account no., IFSC etc) in the karnataka public procurement portal.**

22.5 The Successful Bidder’s bid security will be discharged upon furnishing the performance guarantee by the Successful Bidder.

22.6 The Bid Security shall be forfeited, besides **blacklisting the firm for a period of one year**:

a) If a Bidder withdraws / modifies his Bid during the period of Bid validity specified by the Bidder on the Bid Form:

OR

b) In case of a successful Bidder, if the Bidder fails:

i) To sign the Contract,

OR

ii) To furnish the performance guarantee in the prescribed format.

22.7 **Any Bid not accompanied by the required Bid Security in accordance with provisions of this Clause will be rejected by the Owner and shall not be opened.**

22.8 No interest shall be payable by the Owner on the above Bid Security.

23.0 Period of Validity of Bids:

23.1 Bids shall remain **valid for 90 days from the date of techno-commercial bid opening** unless otherwise specified in the accompanying special conditions of contract. A Bid valid for a shorter period will be rejected by the Employer summarily as Non Responsive.

In exceptional circumstances, the Employer may solicit the Bidder's consent for an extension of the period of validity. The request and the response thereto shall be made in writing (including Fax or e-Mail). In such an event the bid security provided under clause 22.0 shall also be extended by the same period as the extension in the validity of the Bid. A Bidder may refuse the request without becoming liable for forfeiture of his bid security. A Bidder agreeing to the extension will not be required or permitted to modify its Bid.

D. SUBMISSION OF BIDS

24.0 Format of Bid:

24.1 The Bids are invited through karnataka public procurement Portal only. However hard copies of documents shall be submitted as per clause 4.2 of IFB.

24.2 The Techno- Commercial Bid consists of following:

i) Techno – Commercial Sheets
ii) Data Requirement Sheets.

24.3 The Price Bid consists of following

i) Price Sheets.

24.4 A prospective Bidder, who wishes to submit the bid, shall adopt the following procedure.

24.4.1 The Bidder shall enter all-Inclusive Total Price for the entire scope of the work as mentioned in the karnataka public procurement portal and upload Price Schedules, after encryption, on to the website on or before the time and date indicated in the Notification / Section IFB.

24.4.2 The Documents as indicated in clause 5 of IFB shall be produced in original to Chief Engineer (Kaveri-O&M) BWSSB for verification.

24.4.3 All the documents - indicated in clause 24.4.2 shall also be uploaded in the appropriate schedules of techno commercial sheets along with scanned copy of bank guarantee.

24.5 Void.

25.0 **Signature of Bids:**

25.1 The Techno-Commercial and Price Sheets must contain the name, address of residence and place of business of the persons or persons making the bid and the name of the authorized persons.

25.2 Bid by partnership enterprises must be furnished with full names of all partners.

26.0 **Deadline for Submission of Bids:**

26.1 Bid shall be uploaded to the website on or before the last date and time for submission of bids indicated in notification in IFB, failing which bidders cannot submit their bids as the Karnataka public procurement Portal automatically locks the tender.

26.2 The Employer may, at his discretion, extend this deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

27.0 **Late Bids:**

27.1 Failure in uploading the documents in time, due to any reasons is not attributable to BWSSB.

28.0 **Information required with the Proposal:**

28.1 The Bids must clearly indicate the name of the manufacturer, the type and/or model of each principal item of equipment in the scope of the Contractor. The bid should also contain drawings and descriptive materials indicating general dimensions, materials from which the parts are manufactured, principles of operation, the extent of pre-assembly involved, major construction equipments proposed to be deployed, method of erection and the proposed erection organisational structure.

28.2 The above information shall be provided by the Bidder in the form of separate Sheets, Drawings, Catalogues, etc. which need to be uploaded in the karnataka public procurement portal.

28.3 Any bid not containing sufficient descriptive material to describe accurately the equipment proposed may be treated as incomplete and hence rejected. Such descriptive materials and drawings submitted by the Bidder will be retained by the Employer. Any major departure from these drawing and descriptive material submitted will not be permitted during the execution of the contract without specific written permission of the Employer.

28.4 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.

28.5 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.

28.6 The Bidder, along with his proposal, shall submit a list of recommended erection equipment and materials, which will be required for the purpose of erection of equipment and materials (both Employer supplied and contractor supplied) under the contract.

28.7 In case the information furnished in the 'Proposal' contradicts specification requirements, the specification requirements will govern, unless otherwise brought out clearly in the technical commercial deviation schedule.

E. BID OPENING AND EVALUATION

29.0 **Opening of Bids by Employer:**

29.1 On the Date and Time fixed by the Employer for opening of Bids, the tender will be opened for verification of payment of Tender Processing Fee and furnish EMD declaration form as indicated in clause 4 of IFB. **Thereafter, the Techno-Commercial Bids will be opened on** the Date and Time for opening of Bids stipulated in the Invitation for Bid or in case any extension has been given thereto, on the extended Bid opening Date and Time notified in the Karnataka public procurement portal.

29.2 The Bidder's Names qualified for Techno-Commercial Opening will be available on the website after opening.

29.3 VOID.
29.4 VOID.

29.5 No electronic recording/transmitting devices will be permitted during bid opening.

30.0 **Purpose of Evaluation of Bids:**

30.1 The techno-commercial bids accepted and opened will be evaluated by the Employer to ascertain the technical responsiveness of the bid for the complete scope of the proposal, as covered under these specifications and documents. All technically responsive bids shall then be examined to determine the **LOWEST EVALUATED COMMERCIALLY AND TECHNICALLY RESPONSIVE BIDS.**

31.0 **Policy for Bids under consideration:**

31.1 Bids shall be deemed to be under consideration immediately after opening of techno-commercial bid and until such time official intimation of award/rejection is made by the Employer to the Bidders. While the bids are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Employer and/or his employees/ representatives on the matters related to the bids under consideration.

Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in disqualification.

32.0 **Clarification of Bids:**

To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask the Bidder for a clarification on already uploaded documents of their Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

33.0 **Preliminary Examination:**

33.1 The Employer will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

33.2 **Arithmetical errors will be rectified on the following basis:** If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the latter shall prevail and the total bid amount will be corrected accordingly. If there is a discrepancy between words and figures, the amount advantageous to the Employer will prevail. If the Bidder does not accept the correction of the errors as above, his bid will be rejected and the amount of bids security will be forfeited.

33.3 The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in bid form, the Employer shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of contract use the lowest of the prices in these schedules.
Items for which no rate / price is entered i.e, left blank or quoted as zero by the Bidder, in such cases no payment will be made to the Bidder by the Employer when executed and shall be deemed to have been covered in other items rates and prices in the Contract. Bidder has to execute all such items at free of cost.

33.4 Prior to the detailed evaluation, the Employer will determine the substantial responsiveness of each bid to the bidding document. For purpose of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding document without material deviations. A material

deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment, completion of works or which limits in any way the responsibilities or liabilities of the Bidder or of any right of the Employer as required in these specifications and documents. The Employer's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

33.5 A bid determined as not substantially responsive shall be rejected by the Employer and shall not subsequently be made responsive by the Bidder by correction of the non- conformity.

33.6 The Employer may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any of the Bidder.

34.0 **Opening and Evaluation of Price Bids: 18.08.2023 at 16:00hrs.**

34.1 **Definitions and Meanings:**

For the purpose of the evaluation and comparison of Bids, the following meanings and definition will apply.

a) "**Bid Price"** shall mean the price as quoted by each Bidder in his proposal for the complete scope of works.

b) "**Differential Price"** shall mean the summation of the equalizing elements of price for parameter differential or deficiencies in the equipment and services determined from the Bidder's Proposal.

c) "**Cost Compensation for Deviations**" shall mean the rupee value of deviations from the bidding document as determined from the bidder's proposal.

d) "**Evaluated Bid Price"** shall be summation of "**Bid Price"**, "**Differential Price"** and "**Cost Compensation for Deviations"**

34.2 **Calculation of Differential Price & Cost Compensation for Deviations.**

The differential price to be added to the bid price of each bid during evaluation and comparison shall be derived as under:

34.2.1 Differential Price (DP)=n1F1+n2F2..... +nnFn, where Fl, F2 .... Fn are the various factors in Indian Rupees per unit of parameter differential or deficiency in the equipment and services offered as stipulated in these specifications: nl, n2 ... nn are the respective parameter differential or deficiency in the corresponding units to be determined from the Bidder's Proposal. The above factors and corresponding units of parameter differential are brought out in the technical specifications and/or special conditions of contract.

34.2.2 Deviations from the bidding documents, so far as practicable, will be converted to a rupee value (d) and added to the bid price to compensate for the deviation from the bidding document while evaluating the bids. In determining the rupee value of the deviations the Employer will use Parameters consistent with those specified in the specifications and documents and/or other information as necessary and available to the Employer.

34.3 All evaluated bid prices of all the bidders shall be compared among themselves to determine the lowest evaluated bid and the lowest bid, as a result of this comparison, will be selected for the award of the contract.

F. AWARD OF CONTRACT

35.0 **Award Criteria:**

35.1 The Employer will award the contract to the Successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The Employer shall be the sole judge in this regard.

35.2 In case of Award of Contract, the entire scope of the package will be entered into with the successful Bidder, there shall be single contract comprising of following.
i) For Supply of Goods
ii) For Erection, Testing & Commissioning Works
Single LOA’s/ LOI’s for supply, erection and civil portion of the contract would be issued for the project/work included in the package.

36.0 **Employer's right to accept any Bid and to reject any or all Bids**:

36.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

37.0 **Notification of Award:**

37.1 Prior to the expiration of the period of bid validity / extended validity period, if any, the Employer will Notify the Successful Bidder in writing by registered letter or FAX, to be confirmed in writing by registered letter, that his bid has been accepted.

37.2 The "Notification of Award" shall constitute the formation of the contract.

37.3 Upon the Successful Bidder furnishing of performance guarantee pursuant to clause 39.0, the Employer will promptly notify each unsuccessful Bidder and will discharge respective Bid Security, pursuant to clause 22.4.

38.0 Signing of Contract:

38.1 At the same time as the Employer notifies the successful Bidder that his bid has been accepted, the Employer will send the Bidder the detailed Letter of Intent / Letter of Acceptance (as applicable), incorporating all agreements between the parties.

38.2 Within 20 days of receipt of the detailed Letter of Intent /Letter of Acceptance (as applicable), the Successful Bidder shall sign and date the same and return it to the Employer.

38.3 The Successful Bidder will prepare the contract agreement as per the pro-forma enclosed at annexure-x and the same will be signed within 20 (fifteen) days of Letter of Intent /Letter of Acceptance.

38.4 The Successful Bidder shall observe all the formalities stipulated in the LOA/LOI (as applicable) within the stipulated period failing which, the BWSSB reserves the right to cancel the offer and forfeit the Earnest Money deposited by the bidder.

39.0 **Contract Performance Guarantee:**

39.1 As a contract performance guarantee, the Successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Guarantee from a Public Sector Indian Bank/ Scheduled Commercial Bank (in the second schedule of the RBI Act-1934) and the Bank should be covered under jurisdiction of Indian laws in the form attached as Annexure-III to this Volume-I in favour of the Employer. **The guarantee amount shall be equal to Five percent (5%) of the total contract price** and it shall guarantee faithful performance of the contract in accordance with the terms and conditions specified in these documents and specifications. The bank guarantee shall be valid for a period of up to 90 days after the end of guarantee period in accordance with section 15 of GCC.

39.2 The performance guarantee shall cover additionally the following guarantees to the Employer:

a) The Successful Bidder guarantees the successful and satisfactory operation of the equipment in the scope of the contract, as per the specifications and documents;

b) The Successful Bidder further Guarantees that the equipment provided by him/his sub-vendors shall be free from all defects in design, material and workmanship and shall upon written notice from the Employer, fully remedy free of expenses to the Employer, such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the general terms and conditions in this Volume-I/ special conditions of contract.

39.3 The contract Performance Guarantee is intended to secure the performance of the entire contract. However, it shall not to be construed as limiting the “Damages” under clause entitled "Equipment Performance Guarantee" in technical specifications, Volume-II and “Damages” stipulated in other clauses in the bid documents.

39.4 The Performance Guarantee will be discharged without any interest at the end of guarantee period, unless otherwise specified in SCC.